

## Financial Services Agreement

This Financial Services Agreement (hereinafter called the "Agreement") is made and entered into this **Tuesday, September 23, 2008**, by and between:

**Blueberry Guru LLC** whose address is 12737 N. 9<sup>th</sup> Ave, Boise, Idaho 83714 USA represented with sole signature of Gavin McCaleb United States of America Passport Number [REDACTED] for and on behalf of (hereinafter called the "**CLIENT**") and;

**Pyramid Global Resources**, whose address is 2510 E. Sunset Rd #5-179, Las Vegas, Nevada 89120 United States of America, represented with sole signature of **Ms. Francine Goldstein**, United States of America Passport Number [REDACTED] for and on behalf of (hereinafter called the "**MANAGERS**")

"**CLIENT**" and "**MANAGERS**" collectively (hereinafter called the "**PARTIES**")

**WHEREAS**, the Client grants authority of the Managers authorizing them to make the Client's Funds available as a fee for the purpose of securing a Certificate of Time Deposit to be used in an investment program with the Managers based upon trading in Debt Obligation and Option Instruments for a profit.

**WHEREAS**, the Client has Cash Funds in the amount of (**USD \$250,000.00**) **TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS**, (hereinafter called the "**ASSETS**"). The **ASSETS** are a fee to establish a credit enhancement for restricted AA or better-rated Bank Debt Obligation transactions.

**WHEREAS**, the Managers have the necessary knowledge, expertise and management in arranging the availability of AA or better rated Bank Debt Obligation Debentures with certain Financial Institutions.

**WHEREAS**, the Managers have the benefit of certain relationships with Financial Institutions known to them which allow for Private Transactions whereby they have the ability to make use of such Assets without loss or risk to the Clients Assets within the Private Transactions.

**WHEREAS**, the Client and the Managers are mutually desirous of joining together in order to utilize their various skills, business relationships, and Assets for shared profits.

**NOW, THEREFORE**, in consideration of the premises, promises, representations warranties and mutual covenants hereinafter set out, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, The Parties do agree as follows;

### **1.0 ESTABLISHING THE CUSTODIAL ESCROW TRUST ACCOUNT**

- a) The Managers will establish a restricted use Custodial Escrow Trust Account controlled by the Managers, (hereinafter called the "**Custodial Escrow Trust Account**") at the Manager's bank and under such terms and conditions necessarily reasonable for the Managers to operate said Assets within the Investment Program. It is specifically agreed that the Client's Asset's shall never be exposed to risk or loss within the Managers Care and while in the Custodial Escrow Trust Account.

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- b) The Client shall confirm the above stated Assets from their Bank Account to the Managers with a newly issued "Tear Sheet" not older than (3) Three days. The Client will then transfer to the Custodial Escrow Trust Account the Assets for the term of this contract.
- c) The Managers have agreed that the "Reserve Assets" cash value available shall be **TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS(USD \$250,000.00)**.
- d) It's agreed between the Parties that the Reserve Assets will be used by the Managers to trade from the Custodial Escrow Trust Account and to use the said Reserve Assets to perform the **BEST EFFECT** collateral first transaction on behalf of the Client in order to receive the agreed upon yield.

### **2.0 DEPOSIT OF ASSETS INTO THE CUSTODIAL ESROW TRUST ACCOUNT**

- a) The Client shall cause the transfer of Assets into the Custodial Escrow Trust Account having the Bank Coordinates shown below:

Beneficiary Bank Name: City National Bank  
Bank Address: Specialty Deposits La Palma California 90623  
Credit To: Billie Davis Escrow  
ABA/Routing Number: [REDACTED]  
Bank Account Number: [REDACTED]  
Reference: Kyle Barnes, Escrow Officer  
Escrow Number: [REDACTED]

- b) The Assets are required to perform a Private Transaction in a current value amount or market value which shall be good, clean clear funds of a non-criminal origin and immediately available.
- c) The Client warrants that the initial Assets deposited, as well as any subsequent deposits to the Custodial Escrow Trust Account do not arise from any illegal transactions in connection therewith.

### **3.0 OPERATION OF THE VENTURE**

- a) The Venture shall operate for the benefit of both the Client and the Managers, the profit derived from the transactions shall not be sent to any corporation, trust or any other entity without the legal authority of both Parties. All payments to the Client shall be made directly to the account designated by the Client.
- b) The Managers shall confirm to the Transaction Bank Account, all information and instructions that are necessary to facilitate the operation of this Investment Program hereunder.
- c) The Client may use the Paymaster Services of **Mr. John T. Scott Esq.** with the understanding and agreement that all profits to be transferred to the Attorney Trust Account of Mr. John T. Scott Esq. at JP Morgan Chase Bank for further distribution to Parties. It is agreed by the Parties this service fee is (25%) Twenty Five Percent of (1%) One Percent of the total amount transferred into the Attorney Trust Account.

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### 4.0 DIVISION OF PROFITS

- a) The Client shall receive a onetime return of THREE MILLION UNITED STATES DOLLARS (USD \$3,000,000.00). Payment of Three Million United States Dollars is to be made once and paid under Investment Program Guidelines Schedule below.

1. First payment Three Million Dollars (due on Monday of November 3<sup>rd</sup> 2008)

Client agrees this contract starts on the date of the receipt confirmation of the Assets.

- b) The Managers have guaranteed to the Client that the Trade Returns transferred to the Client's designated Bank Account shall be free and clear of any and all liens and or encumbrances and that said cash funds transferred were legally earned of non-criminal origins.
- c) The Managers shall cause the transfer of Trade Returns into the Clients Account having the Bank Coordinates shown below:

|                        |  |
|------------------------|--|
| Beneficiary Bank Name: | Washington Mutual, Inc                   |
| Bank Address:          | 5425 W Chinden Blvd, Boise, Idaho, 83714 |
| Bank Account Name:     | Blueberry Guru, LLC -- Gavin McCaleb     |
| Bank S.W.I.F.T. Code:  |  |
| ABA/Routing Number:    |  |
| Bank Account Number:   |  |
| Bank Officer Name:     | Megan Bryant                             |

### 5.0 LIABILITY

- a) The Client shall have no liability with respect to the underlying commercial activity generating the profits, which are the subject matter of this Agreement, except as contemplated herein, and the Managers shall protect and defend all the Client's rights, titles and interests as they appear herein.

### 6.0 TERM

- a) This Agreement shall be for a Term of Four to Eight (4-8) weeks from the date of the confirmation of the Reserve Assets by the Managers Financial Institution authorized to conduct the Investment Program and can only be extended by mutual agreement of both Parties.

### 7.0 PREVIOUS AGREEMENTS, ENTIRE AGREEMENT, AMENDMENTS, MODIFICATIONS, ATTACHMENTS AND APPENDIXES

- a) This Agreement cancels out and supersedes any and all previous agreements, contracts and understandings written or oral, and any notices or communications of any type in connection therewith shall have no bearing to this Agreement unless specifically agreed to by both Parties.
- b) This (7) Seven Page Agreement is the entire Agreement and there are no other agreements or contracts. There are no amendments to this Agreement. Any and all amendments and modifications to this Agreement are not binding unless approved in writing and signed by both Parties.



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- c) Each of the Parties hereto is covenant and agrees to execute any document reasonably necessary and mutually acceptable to the performance of the obligations of the other party charged hereunder. Both Parties agree to extend their **BEST EFFORTS** for the successful accomplishment of this Agreement.

### **7.0 NON-DISCLOSURE/ NON-CIRCUMVENTION**

- a) Both Parties hereby agree to keep **completely confidential** the names or any contracts, banks, brokers, trust, safe keeping companies, lending institutions or groups of individuals, lenders or borrowers, buyers of sellers and such information as pertains to or is descriptive of any and all of the business transactions, and purposes which are contemplated by and are set out herein (all of which hereinafter collectively referred to as the "Proprietary Information") as may be introduced or disclosed either one of the Parties.
- b) Such Proprietary Information shall remain confidential during both the applicable transaction(s) and throughout the duration of this Agreement, and shall include any account number(s), amount(s), names, telephone and fax numbers, addresses, telex numbers and the like; It is also specifically agreed that all such information is the exclusive property of the "stock-in-trade" by the introducing party, and that any further disclosure of or misuse of such Proprietary Information can result in serious financial loss or harm to the disclosing party. Any claim or controversy arising from the disclosing party or from any part of this provision or the breach thereof and which is not settled between the Parties themselves shall be settled by arbitration in accordance with the rules of the American Arbitration Association with hearings to take place in a location to be determine by the aggrieved party, and thereafter, judgment upon award rendered by the Arbitrator(s) may be entered into any court having competent jurisdiction including the award to the aggrieving party and receive any remuneration in addition to all court costs, attorney fees and other fair charges allowed by the Arbitrator(s).
- c) The Managers and the Client, separately, hereby agree that their respective corporations, divisions, subsidiaries, employees, agents or consultants will not make any contact with, deal with or otherwise be involved in any transaction with any trusts, corporations or individuals, introduced by the other party either corporately or individually including their associates without permission provided in writing by the disclosing party to this Agreement. This Agreement is also binding to all Parties their assignees, their nominated heir, associates, trustees, which are directly or indirectly involved.
- d) This provision shall be a perpetuating Agreement for Twenty Five (25) years from the date first above written and is to be applied to any and all transactions, and / or any and all of the information relating to the trusts, traders, safe keeping institutions, corporations and/or individuals related to the enterprise herein contemplated, and/or all of the information concerning such underlying transaction and/or of the buyers, institutions, corporations, individuals and/or trusts, bankers, borrowers or sellers and the like which is the property of the introducing party and shall remain the property of the Managers for the duration of this Agreement.
- e) Any controversy arising out of any part of this provision or the breach thereof and which is not settled between the Parties themselves shall be settled by arbitration in accordance with the rules of the American Arbitration Association as outline in (b) above.

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- f) It is understood that this Agreement is reciprocal between the Parties hereto concerning their Proprietary Information. It is understood that any contact with the trust or trading officers, directors or their personnel is expressly limited to the information ownership right of each party as contemplated herein, no other contact being permitted or considered herein.

### 8.0 MISCELLANEOUS

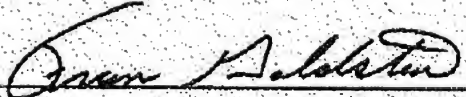
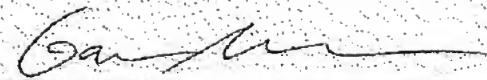
- a) The Parties hereto shall not be liable for any failure to perform by reason of Force Majeure as is described in the brochure "Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce" (I.C.C.) Publication Number 500 (2006 edition).
- b) The Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be transmitted by facsimile and or E-mail with hard copy exchange within Seven (7) International Banking Days upon request of Parties.

This Agreement is open for (3) three calendar days for acceptance from the above-mentioned date and must be signed by the Client and countersigned by the Managers. The Assets must be deposited, transferred, or by Bank SWIFT into the Custodial Escrow Trust Account within this time period.

IN WITNESS WHEREOF, the Parties have set their hands as the Sole Authorized Representative able to sign for as of the day and year first above written.

For and on behalf of the Client:

For and on behalf of the Managers:



Name: Gavin McCaleb  
Title: Sole Signatory  
Company Name: Blueberry Guru, LLC  
Passport Number: [REDACTED]  
Country of Issue: USA  
Date of Issue: (b) (6)  
Date of Expiry: (b) (6)

Name: Francine Goldstein  
Title: President  
Company Name: Pyramid Global Resources, Inc  
Passport Number: [REDACTED]  
Country of Issue: USA  
Date of Issue: (b) (6)  
Date of Expiry: (b) (6)